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May

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

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In re:

461 7th Avenue Market, Inc.,

Chapter 11

Debtor

Case No. 18-22671(RDD)

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**DECLARATION OF DISINTERESTEDNESS IN SUPPORT OF
APPLICATION TO EMPLOY AND RETAIN KIMM LAW FIRM
AS SPECIAL COUNSEL FOR DEBTOR AND DEBTOR IN POSSESSION**

Michael S. Kimm, Esq., declares under penalty of perjury pursuant to 28 U.S.C. 1746:

BACKGROUND

1. I am the managing attorney with the Kimm Law Firm ("KLF"). KLF maintains an office for the practice of law at 333 Sylvan Avenue, Suite 106, Englewood Cliffs, New Jersey 07632. I am an attorney at law, duly admitted to practice law in the State of New York.
2. I respectfully submit this Affidavit in support of 461 7th Avenue Market, Inc., ("Debtor") application to retain KLF as special counsel to the Debtor ("Application") pursuant to §§ 327(e), 328(a) and 330 of the Bankruptcy Code.
3. As set forth more fully in the Application, the Debtor seeks to retain KLF to represent the Debtor in a potential action concerning the Lease for its premises at 471 7th Avenue, New York, New York, and other litigation as may be required in its Chapter 11 case.
4. Insofar as I have been able to ascertain, KLF does not have any connection to the

Debtor, its creditors, landlords, professionals or any other party in interest herein, which would give rise to an actual or potential conflict of interest or otherwise affect our disinterestedness. KLF notes that it has represented Debtor in pre-petition litigation involving its lease

5. To the best of my knowledge, after due inquiry, KLF:

- (a) is not a creditor, an equity security holder or "insider" of the Debtor, as that term is defined in § 101(31) of the Bankruptcy Code;
- (b) is not and has never been an investment banker for any outstanding security of the Debtor;
- (c) is not and has not been, within three years before the date of the filing of the Debtor's Chapter 11 petition ("Petition Date"), an investment banker for a security of the Debtor, nor an attorney for such an investment banker in connection with the offer, sale or issuance of a security of the Debtor;
- (d) is not and has not been, within two years before the Petition Date, a director, officer or employee of the Debtor or of an investment banker specified in subparagraphs (b) and (c) of this paragraph;
- (e) does not have an interest materially adverse to the interest of the Debtor's estate, or of any class of creditors or equity security holders, by reason of any direct or indirect relationship to, connection with or interest in the Debtor or an investment banker specified in subparagraphs (b) and (c) of this paragraph, or for any other reason.

6. Subject to Court approval of this Application, compensation will be payable to my office on an hourly basis, plus reimbursement of actual, necessary expenses incurred. The hourly rates of the attorneys of KLF who are expected to perform services for the Debtor are as follows:

Level of Employment

Hourly Rate

Partners	\$500.00
Associates	\$250.00
Paralegals	\$ 60.00

7. The hourly rates set forth above are reasonable hourly rates in this area of the country and in light of the expertise of KLF. These rates are set at a level designed to fairly compensate KLF for its work. It is the policy of KLF to charge its clients for all other expenses incurred in connection with its clients' cases. The expenses charged to clients include, among other things, telephone and telefax toll charges, mail and express mail charges, special or hand delivery charges, document processing, photocopying charges, travel expenses and computerized research and transcription costs, in accordance with the Guidelines of this Court.

8. This Affidavit is intended to comply with Federal Rule of Bankruptcy Procedure 2016(b). KLF will be paid by the Debtor upon filing of a fee application pursuant to Sections 330 and 331 of the Bankruptcy Code. KLF does not have an agreement with any other entity to share with such entity any compensation it receives.

9. Insofar as I have been able to ascertain, KLF does not represent any interest adverse to the Debtor or its estate in the matters for which it is to be engaged. I believe that KLF is a "disinterested person" as that term is defined in § 101(14), as modified by § 1107(b) of the Bankruptcy Code.



Michael S. Kimm